

GENERAL TERMS AND CONDITIONS OF SALES OF SABA DINXPERLO BV

1. Definitions

- 1.1. Capitalized words in the general terms and conditions of sales of Saba Dinxperlo B.V., both written in plural and singular, shall have the following meaning:
- a) **Agreement:** any agreement concluded between the User and a Customer for the sale and delivery of Products, the provision of Services and/or the contracting of Works;
 - b) **Complaints:** all the Customer's grievances concerning the quality or quantity of Goods and/or Works;
 - c) **Customer:** any natural or legal person acting in the course of his/her/its professional or business activities who/that is or comes to be in a contractual relationship with the User regarding the sale and delivery of Products, the provision of Services and/or the contracting of Works;
 - d) **Days:** all calendar days;
 - e) **DCC:** Dutch Civil Code (*Nederlands Burgerlijk Wetboek*);
 - f) **Depot:** the commercial properties and/or grounds and/or other locations of the User at which the User segregates Products for delivery and prepares them for dispatch;
 - g) **Enquiry:** all orders or requests with regard to the Goods and/or Works placed by the Customer at the User;
 - h) **Force Majeure:** any circumstance independent of the will of the User, even when at the time of the formation of the Agreement this circumstance was reasonably foreseeable, which obstructs or hinders the User's compliance with the Agreement in whole or in part, permanently or temporarily, or that makes it commercially unreasonable for the User to carry out its obligation(s). This includes: fire, accidents, war, riots terrorism, epidemics, pandemics, natural disasters, (compulsory culling of animals due to) animal diseases, government measures including a (partial) lockdown, severe traffic disruption in aviation/ sea shipping/ land transportation, major disruptions in the company of the User including but not limited to strikes and excessive absenteeism, delivery problems of suppliers of the User, significant change in prices of raw materials or energy, withdrawal or non-extension of required permits, certificated, licenses and such alike;
 - i) **Goods:** Products and Services;
 - j) **GTCs:** these general terms and conditions of sales of the User;
 - k) **Offer:** all offers, orders or requests regarding Goods and/or Works provided by the User to a (potential) Customer;
 - l) **Parties:** the Customer and the User;
 - m) **Products:** the products sold and delivered by the User to the Customer;
 - n) **Reserved Products:** a Product to which a retention of title of the User applies;
 - o) **Services:** the services offered and provided by the User to the Customer, expressly including advice issued by the User to a Customer;
 - p) **Terminate:** the ending of the Agreement via termination (*opzegging*) or dissolution (*ontbinding*, article 6:265 DCC);
 - q) **User:** Saba Dinxperlo B.V., with its registered office in Dinxperlo, listed in the Commercial Register of the Dutch Chamber of Commerce under number 09065419, with its principal place of business in Dinxperlo (the Netherlands) at Meniststraat 7, 7091 ZZ;
 - r) **Works:** all works for which the Customer has commissioned the User, or which are performed by the User for the Customer arising from or in connection with an Agreement.

2. Application

- 2.1. The GTCs apply to and form an integral part of every Enquiry, Offer and Agreement.
- 2.2. Should one or more provisions of the GTCs be in conflict with the Agreement, the provisions of the Agreement shall prevail.
- 2.3. The applicability of other provisions, such as conditions of purchase of the Customer, is explicitly excluded.
- 2.4. Deviations from the GTCs are permissible only with prior written consent signed by the User and the Customer. In that case, other provisions of the GTCs shall remain in full force.
- 2.5. In the GTCs, written consent includes consent given by email or through another electronic medium.
- 2.6. In the event of inconsistency between the Dutch wording of the GTCs and the translation thereof, the Dutch wording shall always prevail.

3. Offers, conclusion and execution of the Agreement

- 3.1. If the Customer wants to buy a Product, use the Services and/or the construction of Works, the Customer can place an Enquiry. The User is entitled to refuse an Enquiry. The User is also entitled to make an Offer on the basis of the Enquiry.
- 3.2. All Offers are revocable, without obligation and shall lapse automatically after 10 Days. The User has the right to withdraw an Offer within 2 Days of receiving confirmation of acceptance from the Customer.
- 3.3. Subject to the withdrawal option, within the meaning of article 3.2, Agreements shall be concluded as of the date on which the User receives full acceptance of their Offer from the Customer, confirmed in writing by the due date. If the Customer accepts the Offer subject to variations of minor significance, such variations shall not form part of the Agreement and an Agreement shall be concluded in accordance with the Offer.
- 3.4. The User commencing implementation of an Offer also constitutes conclusion of the Agreement. In case of the provision of Services by the User, the single action of issuing the advice will constitute conclusion of the corresponding Agreement.
- 3.5. The User is under no obligation to inquire with the Customer about their intended use of the Goods and/or Works or the conditions in which the Goods will be used. The use or reuse of the Goods is at the Customer's risk.
- 3.6. All Offers are based on information provided by (or on behalf of) the Customer. The Customer warrants that the information is accurate and complete, even if this information originates from third parties. The Customer bears the risk of incorrect and/or incomplete written and/or oral transfer of information and is liable for the consequences thereof. If any changes occur to the information on which the User relied when submitting the Offer, the User is entitled to amend the Offer, including the prices included in the Offer.
- 3.7. Apparent mistakes or errors in the Offer do not bind the User.
- 3.8. The articles 7:404, 7:407 (2) and 7:408 (1) DCC are explicitly excluded.
- 3.9. When performing the Services, the User shall exercise the care of a good contractor (*goed opdrachtnemer*). Saba has an obligation to the Customer to provide the Services to the best of its ability (*inspanningsverplichting*).
- 3.10. The User determines the way in which the Services shall be performed, but will take into account the preconditions of the Customer in so far as possible. The User is entitled to engage third parties in the execution of the Agreement.
- 3.11. In the event that Parties agree that the Services are to be performed in phases, the User shall be entitled to suspend the performance of the Services belonging to the next phase up until the Customer has approved the work of the former phase and has paid all claims in respect thereof.
- 3.12. The performance of the Services and thus the Agreement shall solely take place on behalf of the Customer. No other party can derive rights from or base a claim on the performance of the Services.
- 3.13. Advice, opinions, expectations, forecasts and recommendations issued by the User as a part of the performance of the Services cannot be construed as a warranty.

4. Obligations of the Customer

- 4.1. The Customer is responsible for obtaining and maintaining all required permits and other public-law permissions in connection with the final destination of the Works. In no event shall the User bear any responsibility for this. The User is not deemed to have knowledge of the final destination of the Works. If the final destination imposes specific requirements on the Works with regard to manufacturing, climate control, environmental standards, etc., the Customer must explicitly inform the User of this in writing before the User issues the Offer. Subsequent notification of this to the User may lead to adjustments in prices, planning and other contract conditions and releases the User from any responsibility and liability in this regard
- 4.2. Without prejudice to the Users obligations and responsibilities in the performance of the Services and thus the Agreement, the Customer is and remains responsible and liable for all decisions taken by the Customer to the extent to which the Customer wishes to rely on the advice, recommendations or outcomes of the Services provided by the User, as well as the use and the implementation thereof. The User shall not be liable for damages suffered by the Customer in this context.
- 4.3. If the Service of the User (also) entails providing advice to the Customer about e.g. the implementation of the Products delivered and/or developed by the User, this advice shall always be considered general, non-binding an non-obligatory.
- 4.4. The Customer shall provide the User with office space and other facilities that the User deems necessary for the performance of the Services. The Customer is also responsible for adequate back-up, security an virus control procedures. The Customer shall also, if deemed necessary by the User, deploy specific personnel to enable the User to perform the Services, Costs arising from the non-availability or late availability of such personnel shall be for the account of the Customer.
- 4.5. The Customer shall furnish and maintain the locations, equipment, and facilities in which or with which persons deployed by the User shall perform the Services. Furthermore the Customer shall take all measures and provide such instructions to the aforementioned persons to prevent these persons from suffering from loss or damage in the performance of the Services. If the locations, equipment and/or facilities cause damages to the persons deployed by the User, the Customer shall be liable therefor and the Customer shall indemnify the User against all claims in this respect.
- 4.6. After completion of the Services, the Customer shall test and inspect the Services delivered. The Customer must ensure that the advice given by the User is appropriate for the application as envisioned by the Customer.

5. Information

- 5.1. The Customer shall both on one's own accord and upon request of the User, provide the User with all information (in the form and manner desired by the User) that is relevant for the performance of the Services and the Agreement. In the event that the Customer does not, not timely or not in the manner desired, provide the aforementioned information, the User is entitled to suspend (further) performance of the Services (and the Agreement) up until the moment of provision of the necessary information to the User. Furthermore, the User shall be entitled to charge the possible as a result of the (additional) incurred costs for (additional) work.
- 5.2. The Customer shall immediately inform the User of (changes to) facts and circumstances that might be of importance in the performance of the Services and the Agreement.
- 5.3. The Customer is aware of the fact that the information provided by it to the User is determinative for the cost estimate and the fee agreement. Therefore, the User is entitled to change the cost estimate and/or fee agreement, in the event that the information provided by the customer is incomplete or fully or partially inaccurate.

6. Delivery general

- 6.1. Delivery times and dates are estimates and shall not be of the essence, unless the Parties explicitly agree otherwise in writing.
- 6.2. In the event of late delivery, the Customer is required to serve the User with notice of default in writing, allowing the User a reasonable period of at least 14 Days within which to fulfil its delivery commitments,

- during which neither the Customer nor any third party has the right to claim any compensation from the User. The User cannot be held in default before expiry of the unused reasonable term, including if the default sets in by operation of law without notice of default or written reminder or notification.
- 6.3. If performance of the User's obligations requires acts of cooperation by the Customer, such as the provision of particular information, documents or materials, the Customer shall be responsible for carrying out such acts of cooperation in due time. In the event the Customer fails to carry out such acts of cooperation (in due time) and delay in delivery of Goods results therefrom, this delay shall be at the sole risk and expense of the Customer. The delivery time shall be extended accordingly by duration of the delay.
- 6.4. The User is entitled to suspend delivery of the Goods and/or construction of the Works in the event the Customer has not paid all due invoice amounts including default interest.
- 6.5. In the event of required advance payment, delivery times shall not start before that required advance payment is received by the User.
- 6.6. Delay in delivery does not relieve the Customer of its obligation to accept delivery and to pay the price specified in the Agreement. The Customer may never invoke suspension of reception and/or payment.

7. Delivery Products

- 7.1. Delivery of the Products shall take place in accordance with the Incoterms® 2020 Ex Works Depot. The risk of the Products shall transfer according to the applicable Incoterm.
- 7.2. The Customer shall collect the Products within 7 Days after the User has informed the Buyer in writing of delivery, failing which the Customer is in default. If the Customer fails to collect the Products upon the User's first request, the User is entitled to (i) store and redeliver the Products at the expense and risk of the Customer and to claim fulfilment of the Agreement of the Customer or (ii) to Terminate the Agreement in whole or in part. If the User stores the Products, the User is not obligated to insure the Products. If the User Terminates the Agreement (in whole or in part) and sells the Products to a third party for a lower purchase price than the Customer agreed to pay to the User, the Customer shall pay the difference to the User.
- 7.3. If the Parties agree to a different delivery method than stated in article 6.1, and delivery cannot take place due to circumstances for which the User cannot be held responsible for, the User shall store the Products at the Customer's risk and expense.
- 7.4. The User is entitled to deliver the Products in parts and to invoice the Products separately.

8. Completion of Works

- 8.1. The Works will be completed (*opgeleverd*) as meant in article 7:758 paragraph 1 DCC when the Works are accepted by the Customer. The Works are accepted by the Customer:
 - a. if the User notifies the Customer that the Works are ready for completion and the Customer does not reject the Works by means of a written statement explaining the reasons of this rejection within 15 Days after User has notified the Customer that the Works are ready for completion, or
 - b. if both Parties sign a completion report and/or an inspection deed and/or any other written statement which states that the Works are completed, or;
 - c. from the moment the Customer starts to use (parts of) the Works, or;
 - d. if the Customer (without prior written consent of the User) lets third parties carry out work on (parts of) the Works.
- 8.2. The Customer may not withhold its approval as referred to in article 8.1 sub a in the event of minor defects that do not prevent completion of the Works (*gebreken die aan oplevering van het werk niet in de weg staan*). Such minor defects will be remedied by the User within a reasonable period after completion.
- 8.3. If the User agrees with the Customer that the defects prevent completion of the Works, the User will remedy these defects after which the Works will be completed. With regard to a resumption of the Works after withholding approval by the Customer, the above-mentioned provisions apply accordingly.
- 8.4. After completion, the Works are the total responsibility of the Customer and also at risk of the Customer.

9. Variations in Works and additional payment

- 9.1. The User is entitled to additional payment:
 - a. in the event of changes to the Agreement or to the conditions of execution of the Works, including changes as a result of additional or changed options and preferences as well as directions and instructions from the Customer;
 - b. in the event of deviations of approximate estimates (*stelposten*) as mentioned in the Agreement and/or the Offer;
 - c. in the event of deviations from chargeable quantities (*verrekenbare hoeveelheden*) as mentioned in the Agreement and/or the Offer;
 - d. in the event of additional costs to be incurred by the Customer for provisions to be made if the Customer suspends the Works or User suspends the Works;
 - e. if any additional work – in addition to and/or deviation from the Works as mentioned and described in the Agreement - has been agreed upon between Parties or if additional work is apparent from the execution of the Works;
 - f. if differences occur between the condition of the Works, including differences in dimensions or in the condition of existing works, sites, buildings and/or installations that became apparent during execution of the Works and the condition that the User could reasonably have expected at the time of concluding the Agreement;
 - g. if additional work results from the fact that the data, information, etc. provided by the Customer proves to be incorrect and/or incomplete.
- 9.2. The lack of a written order does not affect Users' claims for additional payment
- 9.3. The User is entitled to invoice the additional work upon completion of the additional work or upon the next installment invoice thereafter. The User expressly reserves the right to charge the Customer an advance payment of 25% of the additional work amount upon the occurrence of additional work. Unless otherwise agreed in writing, the User will settle any reduced work with the final invoice.
- 9.4. If the final settlement of the Works (*de eindafrekening*) shows that the total amount of the reduced work exceeds the total amount of the additional work, the User is entitled to an amount equal to 10% of the difference between those totals.
- 9.5. Execution of and changes to additional work will always affect and lead to adjustments in the contractually agreed planning and entitle the User to an extension of the construction period.
- 9.6. Changes/deviations in materials and/or quantities in materials, suppliers, subcontractors, etc. designated by or on behalf of the Customer shall at all times be borne by the Customer.

10. Force majeure

- 10.1. If the event of Force Majeure is permanent or has lasted at least 60 Days, the User is entitled to Terminate the Agreement in whole or in part, without any obligation to pay damages that may arise as a result thereof.
- 10.2. In the event of Force Majeure, the User is entitled to suspend fulfilment of the obligations ensuing from the Agreement, without the User being obligated to compensate the Customer for any damages or losses that may arise as a consequence thereof.
- 10.3. In the event that the User has partially fulfilled its obligations upon the occurrence of an event of Force Majeure, or if the User is only able to fulfil its obligations in part, the User will be entitled to separately invoice the part already supplied or the part that can still be supplied and the Customer will be obliged to pay that invoice as if it pertained to a separate agreement.

11. Prices

- 11.1. Prices for Products apply to delivery Ex Work Depot Incoterms® 2020.
- 11.2. If the User provides the Customer with a pricelist, then the prices of the pricelist that was most recently sent by the User to the Customer, shall be valid.
- 11.3. The User is entitled to adjust the prices included in the pricelist. The 'new' prices shall be valid from the moment the User has sent the new prices to the Customer.
- 11.4. The User is also entitled to pass on to the Customer any changes to cost price factors relating to the Agreement, such as the prices of (raw) materials, resources, labor costs, insurance, freight rates, exchange rates, taxes, levies, or other government-imposed measures that occur after conclusion of the Agreement.

12. Rates

- 12.1. The fee due for the Services and/or Work performed by the User is included in the Agreement. All fees and rates are in euros and excluding all other expenses (such as travel, accommodation, communication and other costs), costs of third parties, VAT, (on the part of the government imposed) taxes and levies.
- 12.2. The User is entitled to change the agreed fee in the event of a change in the labour costs and/or other expenses.
- 12.3. At least 30 Days prior to the change of the hourly rates, the User shall inform the Customer thereof in writing.
- 12.4. If the User, upon request or with prior written consent of the Customer, performs Services that fall outside the scope of the agreed Services, the Customer shall pay the User for the performance of these Services in accordance with the Users usual rates.
- 12.5. The User is entitled to charge any payments due by the Customer in monthly arrears.

13. Security

- In the event that the User sees grounds to fear that the Customer will fail to duly comply with its obligations or do so on time, the Customer will be required to, upon the User's first request to that effect, immediately furnish adequate security in the way specified by the User in order to secure full compliance, for instance in the form of down payment or bank guarantee. If the Customer fails to comply within 7 Days after receipt of a request for security, the User is entitled to (i) suspend its obligations under the Agreement up until the Customer complies to the request for security and/or (ii) Terminate the Agreement, without being liable to pay any compensation (of loss or damages) suffered by the Customer as a consequence thereof. The costs of providing security will be borne by the Customer.

14. Payment

- 14.1. Payment shall take place within 30 Days following the date of Saba's invoice. Payments must be made without applying any kind of discount, suspension or offset.
- 14.2. With regard to payment terms, time is of the essence. The Customer is in default, without a prior notice being required, after the payment term has expired.
- 14.3. Payments must be made in the currency invoiced by the User and at the User's office or into the User's bank or giro accounts.
- 14.4. Every payment of the Customer shall first be applied to the settlement of judicial and extrajudicial costs, then to the settlement of interest and thereafter to the settlement of outstanding invoices, in chronological order, even if the Customer states that their payment relates to other invoices and/or debts.
- 14.5. In case of default in payment of the Customer, the User is entitled to charge 1.5% interest on the invoice amount for each month or part of a month following the payment date for which payment is overdue, or the

	statutory commercial interest (article 6:119a DCC), if the latter is higher on the overdue amount from the due date computed until all outstanding amounts are paid in full.
14.6.	All judicial and extrajudicial costs and expenses incurred by the User with respect to the collection of overdue payments (including but not limited to reasonable attorney's fees, expert fees, court costs and costs that cannot be liquidated through a court ruling and other expenses of litigation) shall be for the Customer's account. The extrajudicial costs are set at at least fifteen percent of the principal sum, with a minimum of € 500.--, exclusive of VAT. At the discretion of the User, the Customer may also be charged with the actual expenses. The judicial costs are set at the costs effectively incurred by the User.
14.7.	If the Customer defaults on any of its payment obligations, the User's other receivables from the Customer will also be immediately due and payable. In this case, Clauses 9.4 and 9.5 shall apply accordingly.
14.8.	If the Customer does not pay the User's invoice ultimately on the due date, the User is entitled to suspend any delivery of Goods and/or construction of Works until the Customer has fully paid the aforementioned invoice.
14.9.	The User reserves the right to offset any amount owed to the Customer at any time against any amount owed by the Customer to the User under any agreement with the Customer, without prejudice to all other rights available to the User. The Customer is never entitled to offset any amount owed by it to the User.
14.10.	Any complaint with respect to an invoice must be lodged with the User in writing within 10 Days after the date of invoice. Thereafter, the Customer shall be deemed to have approved the invoice. Objections against the amount of an invoice do not suspend the payment obligation of the Customer. Moreover, the Customer is not entitled to suspend its obligations under an Agreement in whole or in part.
15.	Retention of title
15.1.	The title to the Products delivered by the User and located at or under the control of the Customer or under its holder, shall not pass to the Customer and full legal and beneficial ownership of the Products shall remain with the User unless and until the Customer has paid any claim from any agreement between the Customer and the User, including but not limited to the purchase price, claims the User holds on the Customer due to shortcoming in fulfilling the Agreement and also claims on account of fines, interests and costs.
15.2.	The Customer shall store the Reserved Products separately so that they can be identified. The Reserved Products are to be stored and made recognizable in a way that they can be identified towards third parties.
15.3.	The Customer shall treat the Reserved Products with care and shall sufficiently insure the Reserved Products against fire, water damage and theft at its own expense. Upon request the Customer shall provide the User with the insurance policy.
15.4.	In the event the Customer wants to relocate the Reserved Products, the Customer shall inform the User in writing thereof with undue delay. The Customer may only bring the Reserved Products abroad with prior written consent of the User.
15.5.	The Customer is entitled to resell or use the Reserved Products in the context of proper conduct of business.
15.6.	The Customer is under an obligation to immediately notify the User in the event that third parties claim rights on Reserved Products delivered by the User which come under the reservation of ownership, or when it comes to their attention that third parties intend to claim rights on the aforementioned Reserved Products.
16.	Inspection and complaints regarding Products
16.1.	Immediately on delivery, the Customer shall count, measure, weigh, and inspect the Products for visible defects, and for invisible ones which are easily detected without thorough examination thereof. The Customer shall complain about such defects in writing to the User, giving precise notice of the defect(s), within 14 Days after delivery of the Products. This obligation to complain and time limit for lodging a complaint applies to all defects the Customer discovered or should have discovered, if the Customer had carried out an adequate visual inspection of each Product upon delivery.
16.2.	The Customer must accept the usual 10% tolerances regarding quantities, dimensions and weights. These tolerances do not constitute any non-conformity of the Product or breach of the Agreement. Slight deviations in quality, colour, finish, design, and the like considered acceptable in the trade or technically unavoidable shall not form a basis for complaints.
12.3.	The right of the Customer to claim that the Product(s) are not in conformity with the Agreement or the right to enforce any resulting claim, lapses with respect to defects which were not visible at the time of inspection upon delivery as referred to in article 16.1, if the Customer does not notify the User in writing of this defect, specifying the nature of the defect(s), within 14 Days after the Customer discovered or should have discovered the defect.
16.4.	As a part of the Customer's duty to inspect the Products, the Customer must in any case extensively and thoroughly inspect the Products before (re)selling or processing them in order to ensure the conformity of the Products. Upon discovery of any defect, the Customer may not further (re)sell or process the defective Products. If any defects are nevertheless discovered during processing, the work, if necessary to prevent (further) damages, must be stopped immediately and the unprocessed and unopened original packaging secured. A complaint about a defect that is only discovered at or after (re)selling or processing can only lead to a claim against the User if the Customer proves that it was impossible to discover the defect prior to or at the time of (re)selling or processing.
16.5.	The User is entitled to require the Customer to return to the User, the Products delivered to the Customer– in respect of which the Customer has complained properly and in a timely manner – or a representative part thereof to be determined by the User, in order for the User to be able to verify the accuracy of the complaint expressed. The User may choose to investigate the complaint at the place where the Customer has stored the shipment or the relevant Products have been processed, respectively, in which case the Customer must cooperate. Returns shall solely be accepted by the User if they are made at its request or after it has given its prior written consent. The costs of return and storage – if the return is due to a complaint – will be advanced by the Customer. The User will refund these costs to the Customer if it is established that there has been an attributable failure on the part of the User.
16.6.	In the absence of a timely complaint as referred to in the preceding articles, the Customer loses any right to invoke any defect and any resulting claim, including warranty claims.
16.7.	If the User handles an unjustifiably lodged complaint by the Customer, all the efforts of the User should be regarded as goodwill, without being liable in any way.
16.8.	If the Customer unjustifiably lodged any complaint about the Product(s) and the User has carried out activities or delivered Products in this context, the User shall have the right to charge the Customer for these activities or delivered Products on the basis of the normal rate.
16.9.	Any defects concerning a part of the delivered Products shall only entitle the Customer to reject or refuse the defective Product(s).
16.10.	Any (complaints about) defects and damage(s) regarding the delivered Products shall not affect the obligation of payment of the Customer. Therefore, the Customer may not invoke suspension of its obligation of payment in case of a(n) (alleged) defect. Nor is the Customer entitled to set-off.
16.11.	Upon discovery of a defect in a Product, the Customer shall do everything possible to prevent or limit (further) damage, including immediate discontinuation of use, processing and/or trading.
17.	Remedies for Products
17.1.	In the event of a (warranty)defect of a Product or default of the User related to a Product, the User has the right to, at its own expense and at its option: (a) deliver the missing; (b) repair the delivered Product(s); (c) replace the defective Product(s) with the same non-faulty Product, or at the User's discretion, a Product that is deemed equivalent by the User to the defective Product(s); or (d) payment of an amount equal to the net invoice value paid by the Customer to the User for the Product(s) in question by issuing a credit note, including the Products to be returned to the User at its own request and at User's expense.
17.2.	If the User opts for a replacement, then as a part of this replacement, the Customer shall offer the Products to be replaced, if necessary, after its disassembly, free of charge to the User at a place to be determined by the User. All costs beyond the mere obligation to provide a replacement Product itself, including but not limited to transport, travel and accommodation costs as well as costs of disassembly and assembly, shall be borne by the Customer. Insofar as the aforementioned costs are charged by third parties to the User and/or incurred by the User, such as costs at the prices and rates charged by the User and/or applicable at the User, shall be passed on to and charged to the Customer.
17.3.	The remedies included in article 17.1 are the only remedies the Customer can invoke in the event of a defect/default of the User. The User is not obliged to pay any (other) compensation (including for loss or damages or as an undoing commitment) to the Customer.
17.4.	Any right to invoke the remedies included in this article shall lapse if the Products have been transported, handled, used, processed and/or stored improperly or contrary to the instructions issued by or on behalf of the User or if the usual measures/regulations have not been observed, as well as if the Customer fails to perform its obligations under the Agreement in a prompt or proper manner.
17.5.	The burden of proof of a justified claim under this article lies with the Customer. In this context, the Customer must also prove that the defect discovered by the Customer already existed at the time of delivery of the Product(s).
18.	Complaints and remedies for Services
18.1.	The Services shall be deemed to have been executed correctly and completely and accepted by the Customer, if the Customer has not complained about the Services in writing to The User (stating reasons), within 15 Days of completion.
18.2.	In the absence of a timely complaint as referred to in the preceding article, the Customer loses any right to invoke any defect and any resulting claim.
18.3.	If the User handles a unjustifiably lodged complaint by the Customer, all the efforts of the User should be regarded as goodwill, without being liable in any way.
18.4.	If the Customer unjustifiably lodged any complaint about the Service(s) and the User has carried out activities in this context, the User shall have the right to charge the Customer for these activities on the basis of the normal rate.
18.5.	Any (complaints about) defects and damage(s) regarding the performed Services shall not affect the obligation of payment of the Customer. Therefore, the Customer may not invoke suspension of its obligation of payment in case of a(n) (alleged) defect. Nor is the Customer entitled to set-off.
18.6.	In the event of a defect or default of the User, the User has the right to, at its own expense and at its option: (a) rectification of the Services; (b) reperformance of the Services; (c) price reduction in proportion to the degree of deviation from what was agreed.
18.7.	The remedies included in article 18.6 are the only remedies the Customer can invoke in the event of a defect/default of the User. The User is not obliged to pay any (other) compensation (of loss or damages) to the Customer.
19.	Complaints and remedies for Works and liability after completion

19.1.	After completion of the Works, as mentioned in article 8.1, the User shall not be liable for the Works, unless the Works or any part thereof contain a hidden defect (<i>verborgen gebrek</i>) that can be attributed to the User, its supplier(s), its subcontractor(s) or its employees, and the Customer has notified the User of that defect in writing within a reasonable period after discovery, with a description of the alleged defect. A defect as referred to above can only be regarded as a hidden defect if, despite close supervision during the execution or upon delivery of the Works as described above, it could not reasonably have been discovered by the Customer. Article 7:758 paragraph 4 DCC does not apply.
19.2.	In the cases provided for in article 19.1, the Customer is obliged to notify the User in writing within 7 Days after it discovered or ought to have discovered the defect and to give the User the opportunity to repair/remove any shortcomings and/or defects attributable to the User for which the User is liable within a reasonable period of time, failing which the User can no longer invoke its right to hold the User liable for a (supposed) hidden defect as referred to in article 19.1.
19.3.	All possible claims of Customer under the Agreement, including claims regarding a hidden defect as referred to in article 19.1, shall lapse (<i>vervallen</i>) 12 months after the Work is completed as meant in article 8.1.
19.4.	The User is never responsible and/or liable for the condition of existing structures and/or installations and pipes of the Customer.
20.	Intellectual Property
20.1.	All intellectual property rights, such as copyrights, design rights, trademark rights, database rights and patents rights, trade secrets and know-how vested in, related to or arising from the Products and/or Services, including but not limited to compositions, designs, drafts, drawings, samples, descriptions, images, software, models, forms, computer simulations, specifications and all other materials which are used in the preparation or performance of the Agreement, are and remain the exclusive property of the User and/or its licensors. Unless otherwise agreed in writing, no assignment or license of any (intellectual property) rights is granted to the Customer by implication or otherwise by delivery of the Products and/or Services. The Customer acknowledges that the User is the proprietor of the intellectual property rights, trade secrets and know-how and will not tarnish these rights in any way.
20.3.	Without the prior written approval of the User, the Customer is not permitted to disclose, copy, reproduce, use or make public any information or materials of which the (intellectual property) rights are vested in the User or its licensor(s). The Customer shall be liable towards the User for all damage resulting from such unauthorized acts, regardless of whether the act can be attributed to the Customer.
20.4.	In the event that intellectual property rights arise, will arise, are created or will be created as a result of the Agreement and/or following instructions or information provided by the Customer, all intellectual property rights shall vest in and belong exclusively to the User and are hereby irrevocably assigned and transferred to the User to the extent necessary by virtue of signing the Agreement, and the User hereby accepts, and the Customer, to the extent permitted by law, waives all personality rights
20.5.	The Customer shall not change, alter or remove any indications on the Products regarding copyrights, trademarks, trade names or other intellectual property rights of the User and/or its licensor(s).
20.6.	The Customer warrants that goods produced by the User in accordance with instructions or drawings supplied by the Customer, or with the aid of the Customer's molds or forms, shall not infringe on the intellectual property rights of third parties. The Customer indemnifies the User against all claims from third-party rightful claimants in relation to such infringements.
20.7.	To the best of the User's knowledge, no third party (intellectual property) rights are infringed by the Products and Services. However, the User does not offer a guarantee in this regard.
21.	Data protection
21.1.	The User processes the personal data of the Customer in accordance with the applicable data protection laws and regulation, including the General Data Protection Regulation (EU) 2016/679. The privacy statement of the User can be downloaded at: https://www.saba-adhesives.com/en/privacy-statement-1/
21.2.	The Customer guarantees that the personal data it provides to the User been processed in line with applicable data protection laws and regulations, including the General Data Protection Regulation (EU) 2016/679, infringe any rights of a third party. The Customer shall indemnify the User against any claims, damages and/or costs of any kind in this regard
22.	Liability
22.1.	The User shall not be liable for damages of any kind arising from incorrect, incomplete or unreliable information provided by or on behalf of the Customer to the User.
22.2.	The User shall not be liable for damages of any kind arising from third parties engaged in the performance of the Services and/or the construction of Works upon request of the Customer.
22.3.	In case of a defect to: (a) to the Products, the Users liability shall be limited to the obligation to provide a remedy as specified in article 17.1.; (b) the Services: the Users liability shall be limited to the obligation to provide a remedy as specified in article 18.6; (c) the Works: the Users liability shall be limited to the obligation to provide a remedy as specified in article 19.2.
22.4.	In any event, the User's liability is limited to compensation of direct damages. Direct damages consist solely of the ddiminution in value of the Product , and/or of the (costs of) the (re)performance of the Services and/or the Work. Any other liability of the User for all damages and costs, including all forms of consequential damages, such as indirect damages, loss of profit, lost savings, reduced goodwill, damage due to business stagnation, personal injury, damages to other goods, immaterial damages, loss of reputation, environmental damages, damages as a result of any delay, damages as a result of claims from customers of the Customer, damage relating to the use of the Products, Works, materials or software of third parties prescribed by the User, damages as a consequence of or relating to the implementation and/or use of the Services, is excluded.
22.5.	If the User shall be liable (on whatever ground), its liability shall at all times be limited to the amount to be disbursed by the insurance company in the underlying case and shall never exceed the maximum of € 10.000.-.
22.6.	If damages arise after delivery of the Products and/or the construction of Works, the User shall not be liable for these damages that arise from or after the Customer has modified, processed or delivered the Products and/or Works to another party, or has caused to be modified, processed or delivered to another party.
22.7.	The User shall not be liable for damages to the Products caused by damages and/or destruction to the packaging of the Products.
22.8.	The User shall not be liable for damages suffered, and any claim in respect of any alleged shortcoming on the part of the Customer lapses, in the event: a) modifications, changes, reparation and/or maintenance to the Products and/or Works are undertaken by another party than the User or by another party than the party designated by the User; b) the Products and/or Works are stored, applied, installed, used and/or maintained contrary to instructions (both verbal or in writing) issued by or in the name of the User. The instructions issued differ per Product and per Work; c) the Products and/or Works are stored, applied, installed, used and/or maintained in an otherwise improper or negligent manner; d) the Products and/or Works are being used or applied or have been used or applied for different purposes than the designated purpose, amongst others the situation in which the Product and/or Works, which Product(s) and/or Works are in conformity with the Agreement, is used in combination with other product(s) and/or Works that have not been delivered by the User; e) the Products and/or Works are being or have been used in a way the User could not reasonably expect, and this usage has had influence on the occurrence of the damages.
22.9.	Unless fulfillment of the Agreement by the User is permanently impossible, the liability due to an attributable failure to perform shall only incur after the Customer has put the User in default, immediately upon discovery thereof. In this notice of default the Customer has to grant the User a reasonable term to resolve the breach of at least 30 Days. Furthermore, the notice of default must contain a description of the breach as detailed as possible. The User shall only be in default, if the User still continues to fail imputably after the reasonable term granted by the Customer.
22.10.	The limitations of liability as mentioned in this article do not apply in the event the damages are caused by intent and/or gross negligence on the part of the User or the executive management of the User.
22.11.	Without prejudice to shorter statutory or contractual expiry terms, any claim of the Customer against the User shall in any event lapse 12 months after delivery of the Products, the provision of the Services or completion of the Works to which the claim relates.
22.12.	The User's recommendations and instructions for use are based on current knowledge and the present state of the art. Customers and users should evaluate Goods delivered by the User by themselves, with regard to the required utilization and other requirements.
22.13.	The User is entitled to use the services of third parties in implementing the Agreement. The User is entitled to invoke the limitations of liability which have been agreed upon between the User and that third party. The GTC also qualify as a third—party clause so that any third party engaged by the User may invoke the terms and conditions included in the GTC's.
22.14.	If the Customer resells Products, or if the Customer processes such Products in new products which the Customer subsequently sells, the Customer will be required to take out adequate product liability insurance. The Customer undertakes to send the User a copy of the relevant policy at the User's earliest request.
22.15.	The Client indemnifies the User against all claims of third parties that in any way relate to the (performance of the) Agreement.
22.16.	If the Customer has prescribed a subcontractor or supplier, and this subcontractor or supplier does not perform, does not perform on time or does not perform properly, the consequences thereof shall be fully borne by the Customer. The User may at any time refuse the building materials, resources and assistants made available or designated by the Customers for reasons, to be assessed by the User, such as safety, technical unsuitability, (fear of) financial or fiscal solvency or (fear of) acting in violation of the applicable employment law, fiscal or occupational health and safety regulations.
22.17.	The Customer is liable for damages or loss caused by building materials, resources and persons that have been made available or prescribed by or on behalf of the Customer and that prove to be unsuitable by their nature for the purpose for which they are intended in accordance with the Agreement. If building materials, resources or aids, that have been made available or prescribed by or on behalf of the Customer, are unsuitable or defective, or are not available or are not available at the prices and conditions specified by or on behalf of the Customer, the consequences of this for the costs and planning will be borne by the Customer.
22.18.	If Parties agreed on a construction time and that construction time is exceeded, the User shall never be liable for any loss or damages suffered by the Customer as a result of the late completion and no fine or delay damage is due.
23.	Suspension and dissolution
23.1.	In the event that (i) the Customer fails to fulfil its obligations to the User, or if the User has sound reasons to believe that the Customer is or will be unable to fulfil its obligations, or if (ii) the Customer petitions for its own bankruptcy (<i>faillissement</i>), suspension of payments (<i>surséance van betaling</i>) or any other insolvency

- proceeding (including the procedure of Title 5 Section 2 of the Dutch Bankruptcy Act, the Pre-pack procedure and Title 3 of the Dutch Bankruptcy Act) or undertakes preparations to that effect, or a third party files for such proceeding in respect of the Customer, or if (iii) the Customer is declared insolvent or is granted suspension of payments or enters into any other insolvency proceedings, or if (iv) the assets or a part of the assets of the Customer are seized, attached or made subject to enforcement proceedings, whether conservatory or executory, or if (v) the Customer resolves to fully or partially dissolve or liquidate its company or business operations, or if (vi) the Customer ceases or threatens to cease its business operations or relocates its business operations to another country, or if (vii) the Customer offers a composition or enters into any arrangement or agreement with all or a part of its creditors for the purpose of restructuring its debts or avoiding insolvency, whether or not in the context of formal insolvency proceedings, or if (viii) the Customer enters into any other or equivalent measure, insolvency or restructuring proceeding under the laws of any jurisdiction, or if (ix) the Customer suspends the performance of the Works in whole or in part and this suspension lasts longer than four weeks. then the User may, by written notice forthwith and without prejudice to its other rights and without any liability or obligation to pay any kind of damages or compensation: suspend fulfilment of the obligations ensuing from any Agreement; and/or completely or partially Terminate any Agreement; and/or demand return and take repossession of any delivered product which has not been paid for in full and all costs relating to the recovery of the Products shall be for the account of the Customer.
- 23.2.

In any such event of article 23.1, all outstanding claims of the User shall become due and payable immediately with respect to Goods delivered to the Customer and (in case of case of delivery of Products) not repossessed by the User. The same applies for all outstanding claims of the User with respect to Work performed by the User.
- 23.3.

Contrary to the provisions of article 6:271 DCC, no obligations to undo shall arise because of a dissolution of the Agreement. Dissolution shall solely release the Parties from future obligations arising from the Agreement.
- 23.4

Notwithstanding the provisions of paragraph 1 of this article, the User is entitled, as soon as one or more claims – including unpaid invoices – that it has on the Customer become due, to immediately invoke her right of retention with respect to the building/building/object (as referred to in article 3:290 DCC), or a part thereof, with respect to which the User is carrying out or has carried out Works on behalf of the Customer. The mere admission of suppliers, subcontractors or other (auxiliary) persons engaged by the Customer to the building/building/object, or a part thereof, does not affect the right of retention invoked by the User. The Customer also indemnifies the User against all claims by third parties in connection with the right of retention invoked by the User.
24.

Special goods
- 24.1.

Unless explicitly agreed otherwise, the User has the right to produce for third parties any special goods which the User produces for the Customer.
- 24.2.

Samples of special goods must be inspected by the Customer within 14 Days of their dispatch by the User. If the User has not received notice of rejection within 14 Days, the samples shall be deemed to have been approved.
- 24.3.

Unless explicitly agreed otherwise, all samples, drawings, and all other equipment and instructions relating to the production of special goods are, and shall remain, the property of the User.
- 24.4.

Drawings, knowledge, and designs which the User makes available to the Customer may not be copied, disclosed or revealed to third parties without the User's written consent. They must be returned to the User immediately after use. In the event the Customer breaches any obligation included in this article, the Customer is in default and incurs immediately, without any further action or formality being required, and without the breach having to be attributable to the Customer, an immediately due and payable penalty of € 50.000,- for each such breach and for a periodic immediately due and payable penalty of € 5.000,- for each (part of the) day such breach continues, without the User having to prove any loss or damage, and without prejudice to any contractual or legal rights of the User, including the right of the User to claim full compensation of damages and/or the right of the User to claim performance of the obligation. The statutory (commercial) interest rate starts to accrue as soon as the penalty is due and payable.
25.

Applicable law and choice of forum
- 25.1.

The General Terms and all Offers, Enquiries, Agreements and agreements resulting therefrom are governed by the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) is excluded.
- 25.2.

In the event that the Customer is domiciled in a country within the European Union or in the countries Switzerland, Norway or Iceland, all disputes between the Parties shall be settled exclusively by the competent District court Gelderland, location Zutphen (the Netherlands).
- 25.3.

In the event that the User is domiciled outside the countries listed in article 25.2, all disputes between the Parties shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (in Dutch: Nederlands Arbitrage Instituut (NAI)) that apply when the arbitration as initiated, in which respect it is noted that:
- a)

the arbitral tribunal is made up of (i) one arbitrator in a dispute involving a financial interest of a maximum of € 250.000,-; or (ii) three arbitrators in a dispute involving a financial interest in excess of € 250.000,-;
- b)

the arbitral tribunal is appointed from the midst of the arbitrators mentioned in the NAI list of arbitrators;
- c)

the place of arbitration is Zutphen, the Netherlands;
- d)

the arbitration proceedings will be conducted in the English language;
- e)

the arbitral tribunal will decide in accordance with the rules of law.
26.

Place of execution
- Execution of the Agreement is deemed to have taken place at the location at which the User is based.
27.

Evidence
- 27.1.

In the absence of comprehensive evidence to the contrary, the User's administrative records will be decisive as regards the financial extent of the reciprocal commitments under Agreements concluded with the User.
- 27.2.

In the absence of comprehensive evidence to the contrary, the quantities, measures, and weights stated in invoices, waybills, and/or packing slips between the Customer and the User shall be deemed to be accurate.
28.

Confidentiality
- 28.1

Neither Party shall disclose any information that comes to their knowledge within the framework of the Agreement, unless one of the exceptions referred to in this article applies or unless the disclosing party has given the receiving party prior written consent to disclose the information. This confidentiality obligation continues to exist for a period of two years after the Agreement has ended.
- 28.2

A party shall not be obliged to maintain confidentiality with regard to information that:
- a)

the receiving party independently possessed or developed before the supplying party provided it, unless the receiving party could reasonably have known that such information would be considered confidential; or
- b)

is publicly known at the time of disclosure or has become publicly available without violation of the confidentiality obligation; or
- c)

the receiving party lawfully obtains or has lawfully obtained from a third party on a no-confidential basis the confidential information, without such party being in breach of any contractual or legal obligation of confidentiality; or
- d)

must be disclosed because of any applicable legal requirement or requested by a competent court or any competent governmental, regulatory, legal or self-regulatory body.
- 28.3

Neither Party shall issue press releases or make any public announcements concerning the Agreement and cooperation between the Parties without prior written consent of the other Party.
- 28.4

In the event the Customer breaches any confidentiality obligation, the Customer is in default and incurs immediately, without any further action or formality being required, and without the breach having to be attributable to the Customer, an immediately due and payable penalty of € 25.000,- for each such breach and for a periodic immediately due and payable penalty of € 1.000,- for each (part of the) day such breach continues, without the User having to prove any loss or damage, and without prejudice to any contractual or legal rights of the User, including the right of the User to claim full compensation of damages and/or the right of the User to claim performance of the obligation. The statutory (commercial) interest rate starts to accrue as soon as the penalty is due and payable.
29.

Varia
- 29.1.

The User reserves the right to amend the GTCs. The amended general terms will apply to existing Agreements as of the date the User sends the changed GTCs to the Customer, or the later date that has been mentioned by the User as effective date in the announcement.
- 29.2.

The Customer cannot transfer its rights and obligations under the Agreement and the GTCs to third parties, unless the User has given its prior written consent.
- 29.3.

The User can transfer all its rights and obligations under the Agreement and the General Terms to a third party without prior (written) notice to or consent of the Customer.
30.

Date of commencement
- The GTCs enter into force on June 11, 2026